

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, through the Department of Cultural Affairs (CUA), seeks assessment of the complete Miami-Dade County Art in Public Places (MDAPP) art collection, including studies, proposals and maquettes acquired through its various artwork commissions. The MDAPP collection consists of approximately 650 titled artworks and 60 studies, proposals and maquettes located at approximately 145 sites, throughout Miami-Dade County. The County is requesting proposals from experienced and certified professionals to provide: 1) An initial Appraisal of the MDAPP art collection in its entirety 2) Reappraisal(s) of the MDAPP art collection in its entirety, as requested by the County and, 3) Appraisal of individual works of art on an as-needed basis.

The County anticipates awarding a contract, to one Proposer, for a five year period, with two, three-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference: See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for receipt of questions:

Proposal due date: See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Appraisal" to mean the expert valuation or estimation of worth of all items that are part of the Miami-Dade County Art in Public Places Collection, in addition to any related items, to be conducted by the Contractor. An Appraisal, as a deliverable work product submitted to the County, shall include: 1) a certificate of appraisal, 2) an appraisal and valuation report, 3) a conservation priority listing of artwork and 4) a recommended reappraisal timeline report.
2. The words "Collection", "Art Collection" or "Works" to mean all works of art which are currently accessioned, or considered for accession, to the existing collection of art work owned by Miami-Dade County.
3. The words "Contractor" or "selected Proposer" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
6. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
9. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- 10.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

1.9 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows.

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____ % SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://new.miamidade.gov/business/business-development.asp>.

(If Selection Factor, use Section 4.4 and delete above section.)

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, through the Department of Cultural Affairs (CUA), seeks assessment of the complete Miami-Dade County Art in Public Places (MDAPP) art collection, including studies, proposals and maquettes acquired through its various artwork commissions. The County is requesting proposals from experienced and certified professionals to provide: 1) An initial Appraisal of the MDAPP art collection in its entirety 2) Reappraisal(s) of the MDAPP art collection in its entirety, as requested by the County and, 3) Appraisal of individual works of art on an as-needed basis.

Miami-Dade County Art in Public Places, a program of the Miami-Dade County Department of Cultural Affairs, is one of the first public art programs in the country, established in 1973. The program serves the community through the commissioning and acquisition of artworks dedicated to making public buildings great, enriching the public environment and developing and promoting the artistic and civic pride of Miami-Dade County. MDAPP promotes collaboration and creative art projects that improve the visual quality of public spaces. This public artwork transforms public spaces from ordinary civic areas to sites that can lift the spirit and connect with the community.

Over the past forty years, the Miami-Dade Art in Public Places Trust and the volunteer advisory board that oversees the program, has approved the acquisition or commissioning of over 650 works of art and gained international recognition as a leader in the field. The collection to be appraised under this Solicitation consists of two- and three-dimensional, freestanding and integrated artworks, which are installed countywide at diverse sites including, but not limited to, the Miami International Airport, Metrorail and Metromover stations, PortMiami, Zoo Miami, Adrienne Arsht Center for the Performing Arts of Miami-Dade County, parks, fire stations, libraries, police stations, public housing developments, courthouses and community health centers, and also includes studies, proposals and maquettes acquired through various artwork commissions. Artwork media includes, but is not limited to, glass, steel, marble, bronze, aluminum, vinyl, fiberglass, terrazzo, ceramic and mosaic tile, concrete, LED lighting technology, textiles, works on paper/canvas, etc. and present a great variety of scales and conditions.

2.2 Preferred Qualifications

- a. Certification, testing and/or training from the Appraisal Standards Board's (ASB), the Appraiser Qualifications Board (AQB), and the Uniform Standards of Professional Appraisal Practice (USPAP).
- b. Current fully-accredited membership in good standing of the International Society of Appraisers (ISA), The American Society of Appraisers (ASA) and/or the Appraisers Association of America (AAA).
- c. 10-15 years in business as an established art appraisal firm.
- d. Demonstrated experience with engagements that are similar in size and scope to the requirements of those contained in this RFP.
- e. No reports of impropriety from state or federal oversight agencies to include filed complaints, penalties or injunctions for the period of time in which the Proposer has been in business as an art appraiser.

2.3 Required Services to be Provided

- a. An initial Appraisal of the collection in its entirety
- b. Reappraisal(s) of the collection in its entirety, at the sole discretion of the County
- c. Appraisal(s) of individual works of art upon request of the County, at the sole discretion of the County

The selected Proposer shall view, inspect, photograph and assess each work of art in the MDAPP Collection. All work is to be carried out on-site and the selected Proposer is to take all reasonable precautions in handling the artwork. The selected Proposer is not responsible for preexisting damage; however, will be liable for any artwork and/or artwork location damage sustained during the Appraisal process.

The Appraisal shall be submitted to the County in one (1) hard copy and one (1) digital copy and shall be signed by a certified appraiser with the inclusion of dissenting opinions, if any. Photographic documentation shall be in a digital format of at least 300 dpi, measuring no less than 1575 x 2100 pixels. For each work of art, the selected Proposer shall provide, at a minimum, the following four components to constitute one Appraisal:

1. A Certificate of Appraisal
2. Appraisal and Valuation Report on the fair market value of art work, according to national appraisal standards, consistent with the Uniform Standards of Professional Appraisal Practice and in accordance with Internal Revenue Service guidelines for the valuation of artwork. Proposer shall include the following minimum information in the appraisal of each work of art: title of artwork, artist name and brief biography (where available), installation date, location of artwork, media type, size, description, condition, purchase price (where available), appraised value, County inventory code number, digital photograph(s), and relevant support information concerning the artwork.
3. Conservation Priority Listing of Artwork for conservation implementation. The Conservation Priority Listing shall take into account the conservation needs for specific artworks based on a set of criteria that include the importance of the artwork and/or its artistic merit in its current context, the extent of the repair/restoration required, the consequence of delay, the economy of undertaking conservation of a set of like works and other factors that may contribute to the prioritization of the work.
4. Recommended Reappraisal Timeline Report. This recommendation should provide a time period in which a reappraisal is recommended.

The aforementioned four points, when properly submitted to, and accepted by the County, constitute one completed appraisal. Additional related services may be added to this contract at the sole discretion of the County.

2.4 Number and Location of Pieces

The MDAPP collection consists of approximately 650 titled artworks and 60 studies, proposals and maquettes located at approximately 145 sites, throughout Miami-Dade County. A detailed list of all works of art in the collection, to include respective location and pertinent information, can be found in Exhibit A (Miami-Dade Art in Public Places Collection). Exhibit A is divided among five (5) regions and can be summarized as follows:

<u>Region</u>	<u>Works of Art, per Miami-Dade County Region</u>
North	12
Northwest	162
Central	432
South	27
Southwest	77

TOTAL WORKS OF ART = 710

Additional information on the Collection may be found at <http://www.miamidadepublicart.org> . Once at the main page, please follow the link labeled "Collection."

For Artwork locations requiring special access, it is the responsibility of the Proposer to coordinate access with CUA staff ahead of time.

2.5 Schedule

- a. Appraisal of the Collection in its entirety. The County estimates 250 to 400 hours for a complete physical assessment of all works in the collection. The Appraisal of the artwork collection is requested to be completed within sixteen (16) weeks of contract award.
- b. Reappraisal of the Collection in its entirety. Reappraisal of the artwork collection shall be requested by the County at its sole discretion and shall take into account the reappraisal

timeline recommendation from the selected Proposer. The Reappraisal of the artwork collection is requested to be completed within 12 weeks.

c. Appraisal(s) of individual works of art upon request of the County

Additional appraisals may be requested by the County at any time and for any reason. As each Scope of Work will vary, the Proposer will provide an estimate upon request, to include a time estimate, and the County will approve at its sole discretion.

The work plan and timeline for each appraisal type is subject to the County's approval. A reasonable extension of contract time, at no additional cost to the County, will be granted by the Director of the Department of Cultural Affairs (CUA) in the event there is a delay on the part of the County or should conditions beyond the Contractor's control or Acts of God render performance of its duties impossible. Where such conditions arise, the Contractor shall notify the Director in writing with an explanation describing the circumstances that do not permit him/her to complete the Services as described in this Agreement. In such event, the parties hereto understand and agree that the Director shall be the sole judge of what constitutes "beyond the Contractor's control". The County reserves the right to further negotiate any schedule or timeline submitted by the Proposer.

2.6 Resources Provided by County

The Department of Cultural Affairs shall:

1. Provide the Consultant access to the collection database, which includes a current list of artists, locations of artwork, and other pertinent information to facilitate the review process.
2. Provide coordination for any necessary lifts, ladders and other conveyances necessary for inspection, including reasonable access to operating personnel if necessary, at locations where these items cannot be brought in.
3. Escort the Consultant to all artwork locations, including those with restricted access, and provide any available information necessary for the Consultant to perform his/her work in a timely manner.
4. Provide the Consultant with County-issued identification badges which must be worn at all times while work is being performed.

2.7 Operation and Quality of Services

The selected Proposer shall:

1. Comply with the American Society of Appraisal Principles of Appraisal Practice and Code of Ethics (most recent version available).
2. Be responsible for transportation to and between County sites, and supply all necessary equipment in order to perform the services requested.
3. Remove and dispose of all materials/debris (i.e., demolition debris, garbage, trash) generated from the services requested herein, on a daily basis and shall keep the site in a clean condition satisfactory to the County.
4. Secure all areas undergoing appraisal, including any staging areas necessary to perform said work.
5. Ensure that employees, sub-consultants and/or agents shall wear County identification badges at all times while on County property.

2.8 Budget/Cost

The selected Proposer shall offer the County a total price per Appraisal type based on the time required to complete the appraisal process and report.

Appraisal Types:

- 1) Appraisal of the Collection in its entirety
- 2) Reappraisal of the Collection in its entirety
- 3) Appraisal(s) of individual works of art upon request of the County

The Appraisal cost shall be all-inclusive and no "add-on" charges shall be accepted. The costs will remain firm and fixed for the term of the Contract. All costs associated with estimating a project shall be borne by the selected Proposer.

2.9 Proposed Payment Schedule

A. The County shall pay the Contractor for the Appraisal and Reappraisal(s) of the entire collection in the following manner:

1. The County shall pay a maximum of 10% of the negotiated fee upon the approval and acceptance of the Contractors work plan by the County.
2. Milestone payments shall be made based on the receipt of tangible work product by the County.
3. Final payment by the County shall be made upon acceptance and approval of the final Appraisal by the County.

Note that it is the responsibility of the Proposer to invoice the County at the appropriate intervals.

B. The County shall pay the Contractor for the Appraisal of individual artworks as negotiated on a project-by-project basis.

Note that it is the responsibility of the Proposer to invoice the County at the appropriate intervals.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and

has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 **Evaluation Criteria**

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15
3. Proposer's approach to providing the services requested in this Solicitation	30
<u>Price Criteria</u>	<u>Points</u>
4. Proposer's proposed price	25

4.3 **Oral Presentations**

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 **Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Review Team, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement

Proposal Submission Package

Exhibit A (Miami-Dade Art in Public Places Collection)